

AMENDMENT NO. 8 TO LEASE NO. 5574
PARCEL NO. 10R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this 22ND day of

MAY, 1980.

*Shank & Co
4/18/80*

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter
referred to as "County,"

AND

NEPTUNE MARINA, a limited partnership,
hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the parties hereto or their predecessors in interest have,
on the 4th day of May, 1962, entered into a lease under which Lessee leased
from County that certain real property in the Marina del Rey Small Craft Harbor
commonly known and referred to as Parcel No. 10R; and

WHEREAS, the lease contains various sections which the Lessee and Lessor
agree should be clarified;

NOW, THEREFORE, in consideration of the mutual promises and covenants
of the parties hereto, it is hereby agreed as follows:

1. Section 3 (PURPOSE OR USE OF PROPERTY) of said lease is amended by
deleting Subsection (D) - Sportfishing or Charter Boat Activities and sub-
stituting the following therefor:

(D) - Commercial Sportfishing and Tour Boats.

2. Section 7 (SECURITY DEPOSIT) is deleted in its entirety and the
following substituted therefor:

County hereby acknowledges receipt from Lessee of the sum of TEN
THOUSAND FIFTY-EIGHT AND 42/100 DOLLARS (\$10,058.42). This sum, which is an
amount equal to approximately three (3) months' minimum bid rental, shall be
retained by County as a security deposit to cover delinquent rent and any other
financial obligations of the Lessee under this lease, and shall be so applied
at the discretion of County.

In the event all or any part of said sum so deposited is applied against
any rent or other financial obligations of Lessee due and unpaid, the Lessee
shall immediately reimburse the County an amount equal to that portion of the
security deposit applied by County so that at all times during the life of this

lease said full security deposit shall be maintained with County. Failure to maintain the full amount of security deposit shall constitute an event of default as provided for in Section 21. Upon forfeiture or termination of this lease, any portion of said deposit due the Lessee shall be returned.

At any time subsequent to the first three (3) years of the term of this lease, Lessee may, with approval of Director, substitute for said cash security deposit a corporate surety bond issued by a surety company licensed to transact business in the State of California, or such other bond or written undertaking satisfactory to Director, in an amount equal to said deposit.

3. Section 10 (PERFORMANCE AND SURETY BONDS) of said lease is amended by deleting Subsection (c).

4. Section 11 (GROSS RECEIPTS) of said lease is deleted in its entirety and the following substituted therefor:

Except as herein provided, the term "gross receipts" as used in this lease, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Lessee and/or all his assignees, sublessees, licensees, permittees or concessionaires, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the premises, including but not limited to rentals, the rendering or supplying of services, and the sale of goods, wares or merchandise.

Except as specifically provided herein or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operation, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes.

Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Lessee such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Lessee to a governmental agency accompanied by a tax return statement.

Except as specifically provided below by policy statement, gross receipts reported by Lessee and its sublessees, assignees, licensees, concessionaires

and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Lessee or its sublessees, assignees, licensees, concessionaires or permittees. Bona fide bad debts actually incurred by Lessee, or its sublessees, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of the Lessee, Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this lease.

5. Section 12 (SQUARE FOOT RENTAL) of said lease is deleted in its entirety and the following substituted therefor:

The annual square foot rental for the whole of the demised premises shall be SEVEN AND FIVE TENTH CENTS (\$.075) per square foot of land as to 318,927 square feet and EIGHT CENTS (\$.08) per square foot of water area as to 203,927 square feet. The total annual rental for the entire leasehold shall be FORTY THOUSAND TWO HUNDRED THIRTY-THREE AND 69/100 DOLLARS (\$40,233.69).

Lessee shall pay to County said rental in twelve (12) equal monthly installments. Said installments shall be due and payable in advance on the first day of each calendar month.

6. Section 13 (PERCENTAGE RENTALS) of said lease is deleted in its entirety and the following substituted therefor:

Gross receipts from each transaction, sale or activity of Lessee and/or sublessee, shall be reported under one or more of the following percentage categories, as applicable. It is understood that Section 3 of this lease provides for all the purposes or uses of the demised premises and that the percentage categories listed hereafter are not all applicable to this lease and are in no way intended to expand the purposes and uses provided for by Section 3. The Director, by policy statement and with the approval of the Lessee, Auditor-Controller and County Counsel, may further interpret the percentage categories as set forth in this Section 13, with such determination and interpretation to

be a guideline in determining the appropriate categories.

Within fifteen (15) days after the close of each and every calendar month of the term hereof, Lessee shall file a report of gross receipts and pay to County a sum equal to the total of the following percentages for said previous month, less the amount of monthly installment of minimum rent paid for said previous month as provided for in Section 12:

(a) TWENTY Per Cent (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants;

(b) TEN Per Cent (10%) of gross receipts from the rental or other fees charged for the use of dry storage facilities, landside gear lockers, landside storage space, boats, motors, tackle, recreational equipment, tools, equipment, launch and retrieving of small boats and from the sale of live bait;

(c) SEVEN AND ONE-HALF Per Cent (7-1/2%) of gross receipts or other fees charged for the occupancy of structures and other facilities including but not limited to (1) apartments, (2) hotel and/or motel accommodations, (3) house trailers, (4) meeting rooms, (5) rental of land and/or water or facilities for activities not otherwise provided for in this Section such as but not limited to television and/or motion pictures, (6) parking fees or charges except where such parking fees or charges are collected in conjunction with an activity, the gross receipts from which are required to be reported in a percentage category greater than SEVEN AND ONE-HALF Per Cent (7-1/2%), (7) offices utilized for banking, financial or investment activities, internal clerical or administrative activities or business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, or similar professional services but not to include, however, stores, shops or other commercial establishments, the gross receipts pertaining to which are subject to percentage rentals and specifically required to be reported under other subsections of this Section; and (8) liveaboard charges over and above slip rental fees imposed by anchorages for the privilege of a boat owner living on his boat;

(d) ONE Per Cent (1%) of gross receipts from the sale of new or used boats, boat trailers, house trailers and trailer cabanas including credits for

used items taken in trade as part payment for new items, as reflected in the bill of sale. However, the trade-in allowance for such used item taken in trade may be deducted from the sale price of said used item, provided said used item is sold within one hundred twenty (120) days of the date of the bill of sale which established said trade-in allowance;

(e) FIVE Per Cent (5%) of commissions or other fees earned from boat brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, telephone service charges, laundry and dry cleaning commissions and other similar activities where earnings are normally on a commission basis when said activity is approved in advance by Director;

(f) FIVE Per Cent (5%) of gross receipts received by Lessee or sublessee or TWENTY Per Cent (20%) of any commissions or fees collected by Lessee from service enterprises.

(g) SIX Per Cent (6%) of gross receipts received by Lessee or sublessee or TWENTY Per Cent (20%) of any commissions or fees collected from commercial boating activities including, but not limited to, charter boat, bareboat charters and sportfishing boats.

(h) FIVE Per Cent (5%) of gross receipts received by Lessee or sublessee or TWENTY-FIVE Per Cent (25%) of any commissions or other fees collected for the installation and/or operation of coin-operated vending or service machines including pay telephones;

(i) TEN Per Cent (10%) of gross receipts from the operation of a bar, tavern, cocktail lounge, discotheque, night club or other facilities engaged primarily in the on-premises sale of alcoholic beverages except as provided for in Subsection (j);

(j) THREE Per Cent (3%) of gross receipts from the operation of restaurants, restaurant/cocktail lounge combination, coffee shops, beach and theater food facilities, except that gross receipts from facilities established and operated as a take-out food operation shall be reported under Subsection (s);

(k) ONE AND ONE-HALF Cents (\$0.015) per gallon of gasoline, diesel fuel or mixed fuel sold or SIX Per Cent (6%) of gross receipts of such sales, whichever is the greater;

(l) FIVE Per Cent (5%) of gross receipts from sales by a fuel sales facility of petroleum or fuel products other than those covered by Subsection (k) above;

(m) FIFTEEN Per Cent (15%) of gross receipts from club dues, initiation fees, and assessments, except that separate assessments for capital improvements are exempted; provided that to qualify for such an exemption Lessee must comply with the "Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts" issued by the Director;

(n) FIVE Per Cent (5%) of gross receipts or other fees charged from the operation of sightseeing boats, tour boats or water taxis;

(o) TWO Per Cent (2%) of gross receipts from the operation of a cable television facility under a franchise granted by the County of Los Angeles;

(p) THREE Per Cent (3%) of gross receipts or other fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities, except that where parts and materials are separately invoiced, they may be reported under Subsection (s) of this Section;

(q) FIVE Per Cent (5%) of gross receipts of cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters whose gross receipts shall be reportable under Subsection (s);

(r) TWENTY Per Cent (20%) of gross receipts from parking fees except as provided for in Subsection (c);

(s) ONE Per Cent (1%) of gross receipts from the sale of miscellaneous goods and services not specifically provided for elsewhere in this Section.

(Applicable to leases providing yacht club facilities and accepting the terms and conditions of Section 50 of the lease.)

Where a Lessee and/or sublessee operates and/or maintains a yacht club on the leasehold premises and accepts the terms and conditions of Section 50 of the lease, Subsections (a) and (m) of this Section 13 should be deemed non-applicable and the following Subsections (a) and (t) are substituted therefor:

(a) TWENTY Per Cent (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers or storage space, and such other facilities and services ancillary

thereto as are provided in common to all tenants, provided, however, that where Lessee operates an anchorage, mooring, or boat slips and ancillary facilities, in conjunction with a yacht club, all gross receipts from said operation shall cover all costs for above facilities included but not limited to investment, operating and administration costs and overhead.

(t) TEN Per Cent (10%) of gross receipts from yacht club dues, initiation fees and assessments, except that special assessments are exempt provided that to qualify for such an exemption Lessee must comply with the "Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts" issued by the Director.

(Applicable to leases providing do-it-yourself boat repair facilities.)

(u) ONE Per Cent (1%) of gross receipts from hauling, launching and lay fees for boat owner do-it-yourself activities;

(v) THREE Per Cent (3%) of gross receipts from work docks for boat owner do-it-yourself facilities.

If rent payments actually made by a Lessee exceed the total percentage rentals when computed on an annual basis for any calendar year, Lessee shall be allowed credit for the amount by which the rental payments exceed the sum of the percentage rentals when computed on an annual basis for the calendar year, provided, however, that the total rental paid shall be no less than the annual rental provided for in Section 12.

Where a sublessee, licensee, or permittee is conducting a business or engaged in any use or occupation or any combination thereof on Lessee's leasehold except for those uses or occupations delineated under Item (7) of Subsection (c) of this Section, Lessee shall report whichever of the following results in the greater percentage rental: (1) The gross receipts of each sublessee under one or more of the appropriate subsections of this Section; or (2) Lessee's receipts from each sublessee under Subsection (c) of this Section.

Interest, service, or late charges collected in conjunction with a transaction, sale, or activity of Lessee or sublessee shall be reported in the same percentage category as the transaction, sale or activity is reported.

Furthermore, where the Director and the Lessee and/or sublessee find that a percentage of gross receipts is not suitable or applicable for a particular

activity not otherwise provided for herein, the Director may establish a minimum monthly rental or fee for that activity. Said rental or fee shall be set by the mutual consent of Director and Lessee and shall be reasonable in accordance with the revenue generated by the Lessee and/or sublessee."

7. Section 18 (DISPOSITION OF INSTALLATIONS OR IMPROVEMENTS)

of said lease is deleted in its entirety and the following substituted therefor:

Title to all structures, buildings, docks or improvements constructed by Lessee upon the demised premises, and all alterations, additions, or betterments thereto, shall remain in Lessee until termination of this lease; and upon such termination, whether by expiration of the term hereof, cancellation for good cause, forfeiture, or otherwise, title to said structures, buildings, docks, improvements and all alterations, additions or betterments thereto, and all improvements made to or upon said premises, shall, at the option of County, vest in County without compensation therefor to Lessee, and said structures, buildings, docks and improvements shall remain upon and be surrendered with the premises as part thereof. Nothing contained herein shall be construed to deny or abrogate the right of Lessee to receive any and all proceeds which are attributable to the taking in eminent domain of business installations, improvements, structures, docks and buildings belonging to Lessee immediately prior to the taking of possession by the condemning authority as said rights are set forth in Section 43 of said lease.

However, in the event of termination or expiration of this lease, the County may, upon written notice, require the Lessee to remove, at the sole cost and expense of Lessee, and not later than ninety (90) days after the termination or expiration of this lease, all structures, buildings, docks and improvements of any kind whatsoever placed or maintained on said premises, whether below, on, or above the ground by Lessee or others, including, but not limited to, wharves, piers, docks, slips, piling, concrete foundations, structures and buildings; and Lessee shall, upon the expiration or termination of this lease, immediately restore, and quit, and peacefully surrender possession of, said premises to County in at least as good and usable condition, acceptable to the Director, as the same were in at the time of first occupation thereof by Lessee or others, ordinary wear and tear excepted, and shall, in any event, leave the

surface of the ground in a level, graded condition, with no excavations, holes, hollows, hills or humps. Should Lessee fail to so remove said structures, buildings, docks, and improvements and restore said premises, County may sell, remove or demolish the same, in event of which sale, removal or demolition Lessee shall reimburse County for any cost or expense thereof in excess of any consideration received by County as a result of such sale, removal or demolition.

Within thirty (30) days after expiration or termination of this lease, Lessee shall remove at its cost and expense such machinery, appliances or fixtures as are not firmly affixed to said structures, buildings, docks and improvements; should Lessee fail to so remove said appliances or fixtures within said period, Lessee shall lose all right, title and interest in and thereto, and County may elect to keep the same upon the premises or to sell, remove, or demolish the same, in event of which sale, removal or demolition Lessee shall reimburse County for any cost or expense thereof in excess of any consideration received by County as a result of said sale, removal or demolition.

Title to all utility lines, switchboards, transformer vaults and all other service facilities constructed or installed by Lessee upon the demised premises shall vest in County upon construction or installation. Notwithstanding the foregoing sentence, such utility lines, switchboards, transformer vaults and all other service facilities, shall be maintained, repaired, and replaced, if necessary, by Lessee.

8. Section 25 (PROPERTY INSURANCE) of said lease is amended by adding the following paragraph at the end of said Section:

In lieu of submitting a copy of the policy or policies evidencing the above insurance, Lessee may submit in a form acceptable to County a certificate of insurance.

9. Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said lease is amended by adding the following paragraph at the end of said Section:

In lieu of submitting a copy of the policy or policies evidencing the above insurance, Lessee may submit in a form acceptable to County a certificate of insurance.

10. Section 27 (WORKMEN'S COMPENSATION) of said lease is amended by deleting the last sentence of said Section.

11. Section 30 (ACCOUNTING RECORDS) of said lease is amended by adding the phrase "and all sublessees, if any," after the word "Lessee" in the second line of the first paragraph; and adding the following sentence at the end of the second paragraph of said Section:

Requirements of this paragraph may be waived in advance by the Director upon submission of an acceptable substitute plan for recording sales and other income.

12. Section 36 (REPAIRS BY COUNTY) of said lease is deleted in its entirety and the following substituted therefor:

Lessee shall from time to time make any and all necessary repairs to or replacement of any equipment, structure, structures, or other physical improvements, upon the demised premises, in order to comply with any and all regulations, laws or ordinances of the State of California, County of Los Angeles or other governmental body, which may be applicable, or as required in writing by Director to Lessee incident to the provisions of Section 35 of this lease.

If Lessee fails to make any such repairs or replacements as required, Director may notify Lessee of said default in writing, and should Lessee fail to cure said default and make said repairs or replacements within a reasonable time as established by Director, County may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials and equipment, shall be charged against Lessee and shall become a part of the rental for the period next following the period of default, or the same may be prorated over a period of time to be determined by Director.

13. The effective date of this amendment shall be the first day of the month following execution by the Chairman of the Board of Supervisors.

14. Any and all other terms and conditions contained in said lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this amendment to lease to be subscribed by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed the same the day, month and year first hereinabove written.

NEPTUNE MARINA, a limited partnership

By Robert Harrison

By Louis Weider

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On MAY 22, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Harrison and Louis Weider known to me to be the General Partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.



Karen Mandsager
Notary Public in and for
said County and State

ATTEST:

JAMES S. MIZE, Executive-
Officer-Clerk of the
Board of Supervisors

By Fran Landers
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By Robert W. Roddy
Deputy

THE COUNTY OF LOS ANGELES



By [Signature]
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

STATE OF CALIFORNIA
County of Los Angeles

} ss

On this 18th day of June, A.D., 19 80, before me JAMES S. MIZE, Executive Offi.
Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

BAXTER WARD

_____, known
to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within
instrument on behalf of the County therein named, and acknowledged to me that such County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
of this certificate first above written.

JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors

By

Ivan Sanders

Deputy



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